

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS

This declaration made on this day by CEBU, INC.
hereinafter referred to as "OWNER."

W I T N E S S E T H:

WHEREAS, the undersigned Owner owns in fee simple the
following described real estate situated in Shelby County,
Alabama, to-wit:

Lots 4 and 5, Block 6, and Lots 5, 6, 7 and 8,
Block 7, Wildewood Village, Second Sector, as
recorded in Map Book 8, Page 55, in the Office
of the Judge of Probate of Shelby County,
Alabama

being part of the entire subdivision known as the Wildewood
Village, Second Addition.

NOW, THEREFORE, The Owner hereby declares that all of
the above described properties shall be held, sold and con-
veyed subject to the following easements, restrictions,
covenants, conditions and rights which are for the purpose
of creating uniformity, protecting the value and desira-
bility of the above described property, and which shall
run with the said real estate and be binding on all par-
ties having any right, title or interest in the above
described property or any part thereof, their heirs, suc-
cessors and assigns shall enure to the benefit of each
owner thereof.

1. LAND USE AND BUILDING TYPE. No lot shall be used
except for residential purposes. No building shall be
erected, altered, placed or permitted to remain on any
lot other than one single-family dwelling not to exceed
two and one-half stories in height.

Daniel M. Spittle

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2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any front lot or side lot in front of the building. No exterior structure may be altered, or color of the exterior changed within five (5) years after the sale of the unit by CEBU, INC. without approval of the architectural control committee. Approval shall be as provided hereinbelow.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$50,000.00, excluding lot cost, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1,000 square feet.

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

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

6. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

7. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, 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.

8. LIVESTOCK AND POULTRY. 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 purpose.

9. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

11. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

12. SIGN DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The architectural control committee is composed of William M. Humphries. The committee may designate a representative to act for it. In the event of death or resignation of the member of the committee, CEBU, INC. shall have full authority to designate a successor. Neither the member of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

14. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in the event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

15. The Owner proposes to construct on each of the aforesaid lots a patio home. In the matter of the construction and completion of each of said patio homes, certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the valid easements for each of said encroachments or overhangs there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a said patio home is totally destroyed and then

rebuilt, the owners of said patio home so affected agree that said encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceedings 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.

18. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this the 23rd day of November, 1981.

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NOTARY PUBLIC
STATE OF ALABAMA

1981 DEC -8 AM 8:23

William M. Humphries, Jr.
NOTARY PUBLIC

CEBU, INC.

By: *William M. Humphries*
WILLIAM M. HUMPHRIES
President

Rec'd 6.00
Paid 1.00
7.00

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William M. Humphries, whose name as President of CEBU, INC. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date, that, being informed of the contents of the conveyance, 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 the 23rd day of November, 1981.

William M. Humphries, Jr.
Notary Public