

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RIGHTS

This Declaration made on this the 17 day of MARCH,
1983, by HOUSING, INC., and CAHABA INVESTORS, a
Partnership, (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 12 through 33, inclusive, according to
the Survey of Cahaba Manor Town Homes, Third
Addition, as recorded in Map Book 7, Page 158
in the Office of the Judge of Probate of Shelby
County, Alabama.

WHEREAS, the Owner is desirous of establishing certain
covenants and restrictions applicable to all the above
described lots;

NOW, THEREFORE, the Owner hereby declares that all of
the above described property shall be held, sold and conveyed
subject to the following easements, restrictions, covenants,
conditions and rights which are for the purpose of creating
uniformity, protecting the value and desirability of the
above described property, and which shall run with the said
real estate and be binding on all parties having any right
title or interest in the above described property or any part
thereof, their heirs, successors and assigns and shall inure
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.

2. FENCES. No fences or walls shall be erected nor growing hedge rows planted and maintained, forward of the front set back line of the Lot, as defined by the zoning ordinances of Shelby County, Alabama. No fences or walls shall be constructed either on the side or rear of any Lot that shall exceed five (5) feet in height from the improved grades of the Lot. No chain link fences, or fences made of metal or wire, shall be permitted. Wooden fences and brick walls are acceptable subject to the architectural control committee approval as further enunciated in Paragraph 19 of these covenants. In addition thereto, and as further elaborated in Paragraph 5 of these covenants, fences shall not be allowed to be constructed over or along any easement for public utilities.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$30,000, 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 for a one story dwelling, nor less than 500 square feet for a dwelling of more than one story.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 18 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 1,800 square feet.

5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear 10 feet of the lot and as shown on the recorded plat plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of these easements of right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line to any utility company having an installation in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Fences shall not be allowed to be constructed over or along any easement for public utilities. In addition to the foregoing easements along each block in this said recorded survey, there is a ten-foot easement for public utilities as described on the map and as further described in this paragraph. In addition to the foregoing rights each individual lot owner shall have a further easement or access for a walkway extending the entire length of the block wherein his lot is located along the said ten-foot easement, running to the rear and to the sides or as shown on the record map.

6. UNDERGROUND WIRING AND UTILITY EASEMENTS. All the above described property is subject to that certain Underground Distribution System Agreement and Utility Easements heretofore executed by the undersigned Owner in favor of Alabama Power Company and South Central Bell Telephone and Telegraph Company as recorded in the Probate Office of Shelby County, Alabama.

7. SEWER EASEMENTS. All of said property shall be subject to the covenants, stipulations and agreements relative to the sanitary sewer system and the Pelham Sewer Fund, Inc., which said covenants are executed simultaneously with this agreement and filed for record in Volume 345 at Page 783 and in Volume 49 at Page 235, and Vol. 345, + 785 and 49 at 238.

8. 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.

9. 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.

10. SIGNS. No sign 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.

11. 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.

12. 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.

13. 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 clean and sanitary conditions.

14. 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.

15. 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.

16. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any part or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

17. COVENANT WITH RESPECT TO MAINTENANCE OF LOT AND IMPROVEMENTS. Each owner shall keep his or her lot and the structure thereon in good order and repair including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management.

No owner of any lot shall modify the structure on his or her lot by adding a room or rooms, changing the roof lines, adding decks, materially changing or altering the color or making other alterations in the exterior appearance of the structure without the express written approval of the architectural control committee. Each owner, in acquiring title to his or her respective lot, acknowledges that the decor, color scheme and design have been selected in such a manner to be consistent and harmonious with other homes within the subdivision and agrees to maintain his or her respective lot and structure in such a manner as to maintain and perpetuate the visual harmony within the subdivision.

18. DAMAGE OR DESTRUCTION. In the event of damage or destruction to any structure within the subdivision, the respective owner thereof agrees as follows:

(i) In the event of total destruction, the Owner shall promptly clear the lot of debris and leave the same in a neat and orderly condition until such time as he or she might elect to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Architectural Control Committee.

(ii) In the case of partial damage or destruction, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specification of the original structure and in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Architectural Control Committee. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

19. ARCHITECTURAL CONTROL COMMITTEE. As above stated, no building, fence or wall 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. Approval shall be provided as hereinbelow set forth:

A. Architectural Control Committee Membership. The architectural control committee is composed of R. P. Sexton, Sr., R. P. Sexton, Jr., Ronald H. Dyar, and Avery A. Clenney. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The architectural control committee of R. P. Sexton, Sr., R. P. Sexton, Jr., Ronald H. Dyar, and Avery A. Clenney shall serve for three years from the date of the filing of this Declaration or upon the sale of all of the lots in the subdivision by the owner, whichever shall occur first. At any time after the expiration of three years or the sale by owner of all lots within the subdivision, the then record owners of the majority of the lots within the said subdivision shall have the power through a duly recorded written instrument to change the membership of the committee, or to withdraw or restore to the committee any of its powers and duties.

B. Procedure. The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted, or in any event, if no suit to enjoin construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. Standards. For the purpose of assuring the maintenance of the lots as a neighborhood of high standards, the owner hereby adopts the following standards for architectural control: The committee shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matter which would render the proposed structure or use thereof inharmonious with the structures located upon other lots within the neighborhood.

20. The owner proposes to construct on each of the aforesaid lots a town house. In the matter of the construction and completion of each of said townhouses certain eaves, roof overhangs, brick veneer or other wooden siding or other building materials that may be attached to the structural walls will or may encroach over onto either the air space or the real estate of an adjoining or contiguous lot. There is hereby created on each of said lots so effected 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 town house is totally destroyed and then rebuilt, the owners of said town house so effected agree that said encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

21. 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 ten 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.

22. 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.

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

24. AMENDMENT. Anything contained herein to the contrary notwithstanding, the owner reserve the right to modify, release or amend all the covenants and restrictions contained herein until such time as it has sold seventy-five (75%) of all lots or the expiration of three (3) years, whichever should first occur. In any event, such amendment shall be subject to the approval of Veterans Administration and Federal Home Administration. After seventy-five (75%) of all of the lots have been sold by the owner, this Declaration may be modified and amended by the vote of at least seventy-five (75%) majority of lot owners, including the Declarant herein, each lot to carry one vote. Any such modification must be in writing and filed for record in the Office of the Judge of Probate of Shelby County, Alabama.

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

CAHABA INVESTORS

BY: Avery A. Clenney
AVERY A. CLENNEY
Its General Partner

HOUSING, INC.

BY: Ronald H. Dyar
RONALD H. DYAR
Its Vice President

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that AVERY A. CLENNEY whose name as General Partner of CAHABA INVESTORS, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he as such General Partner, and with full authority to act for the Partnership, executed the same voluntarily for and as the act of the Partnership.

Given under my hand and official seal on this the 17 day of March, 1983.

Robert M. Sexton
NOTARY PUBLIC

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RONALD H. DYAR, whose name as Vice President of HOUSING, INC., a corporation is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 17 day of March, 1983.

Robert M. Sexton
NOTARY PUBLIC

This instrument prepared by:

Robert R. Sexton
Barnett, Tingle, Noble & Sexton
1600 City Federal Building
Birmingham, AL 35203
(205) 322-0471

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 MAR 21 PM 3 12

Thomas A. Swann, Jr.
JUDGE OF PROBATE

Recd 10.50
Jud 1.00
11.50

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